The Mediation Confidentiality Agreement form is available for all participants to a court-ordered mediation. The form provides certain provisions the parties may wish to agree to prior to commencing with the mediation process. The mediator assigned to mediate your case is prohibited from providing legal advice, they cannot answer questions about this form, nor can they provide an opinion of whether you should sign this form. The Commission recommends all inquiries about this form be directed to an attorney.

MEDIATION CONFIDENTIALITY AGREEMENT

This Agreement is intended to help participants establish confidentiality guidelines and commitments for their mediation. It is entered into voluntarily by the parties, any attorneys representing a party, and any other individuals permitted to accompany a party participating in the mediation (collectively the "mediation participants"). This Agreement covers the entire mediation process, including communications and information shared in preparation for the mediation, mediation conferences and associated discussions, and the conclusion of the mediation (the "mediation process"). The mediation participants acknowledge that the mediator cannot provide, and has not provided, legal advice about this Agreement. Since this Agreement is legally binding, unrepresented mediation participants may wish to seek legal advice from an attorney before signing this Agreement.

Confidentiality of the Mediation. The mediation participants agree to keep confidential all statements made, conduct occurring, and information shared in the mediation process, regardless of whether communicated by a participant or mediator. The mere fact that a mediation is happening, and the terms of this Agreement, are not confidential. This provision does not limit a mediation participant's ability to confidentially share information with their attorney, accountant, or other professional regulated by statute, or file a complaint with a regulatory body or government agency. This provision also does not apply to threats or acts of violence that occur during the mediation process or to criminal proceedings. Finally, factual information that was already subject to disclosure in a litigation process before the mediation can still be sought in the litigation process even if shared during the mediation.

No Recording of the Mediation. The mediation participants agree that there shall be no stenographic, audio, video, transcription, or other recording of any aspect of the mediation process by anyone. This prohibition includes recording either secretly or with the knowledge of others. In the case of a virtual mediation, the participants agree that they will not access, retrieve, or use any data or metadata related to the mediation process created or stored by remote technology providers. However, the participants may keep their own notes taken during the mediation process as long as those notes are kept confidential.

Limitations on Compelled Testimony. The mediation participants agree not to call upon, subpoena, or otherwise seek to compel one another or the mediator to testify or provide evidence concerning the statements made, conduct occurring, or information shared in the mediation process in any civil legal proceeding unless ordered by a court. Testimony about statements made, conduct occurring, and information shared in the mediation process may be compelled in criminal court actions.

This Agreement is governed by North Carolina law. The mediation participants signing below are doing so voluntarily with the intent to be mutually bound, to promote authentic

interaction in their mediation process, and to benefit the mediator(s) facilitating their mediation. This is the entire agreement of the participants on these subject matters.

Participants agree confidential information may be shared with the following parties:

_____

_____

AGREED to by:

_____	_____	_____
Name	Signature	Date
_____	_____	_____
Name	Signature	Date
_____	_____	_____
Name	Signature	Date
_____	_____	_____
Name	Signature	Date
_____	_____	_____
Name	Signature	Date
_____	_____	_____
Name	Signature	Date
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Name	Signature	Date